

## **REMARKS**

### **Claim Rejections – 35 USC § 112**

Claims 1-8 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The following excerpts from claims 1 and 8 are indefinite: “said first person and said second person compete with each other professionally” (claim 1 lines 7-8) and “so that members in said networking groups do not compete with each other professionally” (claim 8 lines 6-7). This rejection depends on the interpretation of the term “compete”.

Unless a term is given a “clear definition” in the specification, the examiner is obligated to give claims their broadest reasonable interpretation, in light of the specification, and consistent with the interpretation that those skilled in the art would reach. An inventor may define specific terms used to describe invention, but must do so “with reasonable clarity, deliberateness, and precision”. A “clear definition” must establish the metes and bounds of the terms. A clear definition must unambiguously establish what is and what is not included. A clear definition is indicated by a section labelled definitions, or by the use of phrases such as “by xxx we mean”; “xxx is defined as”; or “xxx includes, ...but do not include...”. An example does not constitute a “clear definition” beyond the scope of the example.

Applicant does provide a clear definition on page 2, lines 5-9, clearly state that in order to compete, the professions are the same and they work in the same area of the city. If this is the case, those two persons will not be placed in the same networking

group. Therefore, applicant has clearly defined the term "compete" as required by the MPEP.

The instant application contains no such clear definition for the phrase "compete". In the instant case, the examiner is required to give the term "compete" its broadest reasonable interpretation, which the examiner judges to be seeking to gain at the expense of others, said others being called competitors. The examiner believes that that is the plain meaning and would be readily recognized by one of ordinary skill in the art of competitive enterprise.

In the instant application, no standard is disclosed for identifying whether or not a person competes with another person. In the specification, it is disclosed only that "For example, two doctors who are both orthopedic surgeons who work in the same area of a city, who may compete (emphasis added) with each other for business, will not be placed in the same networking group". (para. [0007] of the published spec., US 20020128905A1). "May compete" is not a clear standard, for it leaves open the possibility that said two doctors may not compete. They could in fact be part of the same practice or otherwise cooperate professionally.

The above standard is in fact a clear standard because according to the definition if two professionals may compete, by being in the same area of the city and by having the same profession they are not placed in the same networking group.

Applicant argues (p. 5, top) that two car insurance salesman are competitors, and therefore would be placed in different networking groups. But what if said two salesmen worked for the same firm and the first, more senior salesman had been assigned to train the second salesman? Then these two salesmen would not be

competitors. Para. [0009] and [0021] of the published application also contain the same flawed logic by presuming that simple professional titles for lawyers can identify competitors. Many lawyers in fact work in practices with other lawyers where they would be responsible for cooperating, not competing, with said other lawyers in the practice.

According to the definition established by the application, even if two car insurance salesman work for the same firm, they would not be placed in the same networking group. Since they are in the same profession in the same area location, it would not make sense to place these people in the same networking group according to the invention. The idea of the present invention is to have people make new contacts with non-competitive professions so that they can network and bring in more business. IF the Examiner were correct about the two car insurance salesman, they would both be getting the same business which would not help the company that the car insurance salesman are working for. Instead if the car insurance salesman were in different networking groups, they would bring in two as many leads. Regarding the Examiner's example of the lawyers, although lawyers sometimes in practice and cooperate with each other, the idea of the invention is to place lawyers of different practices in the same group and lawyers who are practicing the same businesses in different groups. This is not taught by the prior art.

Claims 1-8 are rejected under 35 U.S.C. 112, first paragraph, because the specification, while being enabling for other limitations, does not reasonably provide enablement for selecting persons based on whether or not they compete. The specification does not enable any person skilled in the art to which it pertains, or with

which it is most nearly connected, to practice the invention commensurate in scope with these claims. No standard is disclosed for selecting persons based on whether or not they compete. See para. 3-7 above.

Applicant specifically states that in order to compete, the professionals and business men must have the same profession and must be working in the same area of the city. Whether they actually compete in business is not an issue for the present invention, the invention places the persons in separate networking groups if they may compete for the same clients. Therefore, applicant has clearly defined what the term "compete" means within the scope of the application. For instance, if a mortgage broker in a particular location joins a group and a second mortgage broker in a similar location tries to join the group, they will be placed in a separate group. This is stated on page 3 of the patent application.

### **Claim Rejections – 35 USC § 103**

Claims 1-7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Boyd (US 20020194049A1) in view of Romano ("Meet me in Cyberspace", *Association Management*, September 1998).

Neither reference teaches that said first person and said person compete with each other professionally. That is, neither reference teaches that said first person and said person are put in different networking groups when they compete with each other. Because it would be counterproductive to be put competitors into a single networking group, it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add to the teachings of Boyd and Romano that competitors be placed in different networking groups.

Boyd specifically gives as examples people in the same profession networking together. Neither of the two prior art references cited by the Examiner teach placing person's who compete or may compete with each other in a different networking group. In fact, according to the present invention if two persons were working in the same company in the same profession, they would be placed in separate networking groups, however, the Examiner has stated that according to Boyd these people would be put into the same networking group. Therefore, Claims 1-8 cannot be anticipated or obvious over Boyd and Romano. Based on the definition cited above for "compete", neither Boyd nor Romano teach this nor make it obvious.

The entire purpose of professional networking is to enhance one's business, by finding sales prospects for example, or identifying cheaper ways to do business. One of ordinary skill in the art would readily understand that a person "A" would not tell a competitor "B" such things. It would be counterproductive, because, by definition, competitor "B" would use such knowledge to undercut the business of person "A".

Some networking groups allow competitive professions within a networking group and such is taught by Boyd. Therefore, separating competitive professionals cannot be obvious in the prior art.

Boyd also teaches at the citations given above claim 2 (where the invitation reads on referral). Boyd also teaches claims 5 (**[0073]**) and 7 (**[0065-0066]**).

For the reasons stated above, Claims 2, 5 and 7 are not obvious.

Neither reference teaches (claims 3 and 4) rewards or positive incentives commensurate with the number of invitations/referrals provided by a user. However, Boyd does teach negative incentives for a user who does not make invitations or violate

invitation rules (**[0053, 0073-0075** and **0111**]). Because the system would work only if user make as well as honor invitations, it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add to the teachings of Boyd rewards or positive incentives commensurate with the number of invitations/referrals provided by a user.

There are many professional networking groups out there that do not discuss incentives for referrals. In fact, Boyd only discusses negative rewards. Therefore, it cannot be obvious to have the incentives described in the present application. Therefore, Claims 3 and 4 are not obvious over the prior art.

Neither reference teaches (claim 6) communicating online via video/audio conferencing. However, Boyd does teach a system with video monitors and cameras (**[0094** and **0101**]). Because Boyd teaches that the purpose of the reference invention is to make the best use of a user's time (**[0006]**), it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add meeting by video/audio conferencing to the teachings of Boyd and Romano.

For the reasons stated above, Claim 6 is not obvious over the prior art.

Claim 8 is rejected under 35 U.S.C. 103(a) as being unpatentable over Boyd (US 20020194049A1) in view of Romano ("Meet me in Cyberspace", *Association Management*, September 1998), for the reasons given above in para. 12 and 13. The limitation "so that members in said networking groups do not compete with each other professionally" was not given patentable weight because it does not structurally limit the invention. To be patentable, apparatus or system inventions must be structurally

distinguishable from the prior art (MPEP § 2114). The subject limitation adds no structure, so it cannot help make the claim-8 apparatus/system invention patentable.

Claim 8 has been amended to state that the members in networking groups do not compete with each other in business. Therefore, Claim 8 is not obvious over the prior art.

Applicant believes that the application is now in condition for allowance.

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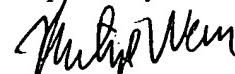
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